

STATE OF LOUISIANA
BATON ROUGE COMMUNITY COLLEGE

REQUEST FOR PROPOSALS
FOR
ADVERTISING, PROMOTION, AND PUBLIC RELATIONS
SERVICES FOR A BRANDING CAMPAIGN

RFP #:121310

PROPOSAL DUE DATE/TIME:

MAY 21, 2013

4:00 P.M. CDST

ISSUE DATE APRIL 15, 2013

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by Baton Rouge Community College (BRCC) seeks a full-service advertising agency to provide advertising, promotion, and public relations services for a branding campaign. The budget anticipated to be available for media broadcasting is \$100,000. This funding is contingent upon the approval of the Legislature, the Board of Regents for the State of Louisiana and the Board of Supervisors for the Louisiana Community and Technical College System (LCTCS). Additional funds for media placement may be made available through other possible sources.

1.2 Background

Baton Rouge Community College (BRCC) is a fully-accredited, open admissions, two-year comprehensive post-secondary public institution, designed to be accessible, affordable, and of high educational quality. Curricula offerings include associate degrees, certifications, and easily transferable credits to four-year colleges and universities. The student body reflects the diversity of every parish in Louisiana, from more than 17 states, and 18 foreign countries. Committed to workforce, corporate and continuing education, the college enjoys partnerships throughout financial, retail, construction, government, city-parish, communications, petrochemical, journalism (media), chemical, parks and recreation, energy, law enforcement, and non-profit organizations. With state-of-the-art facilities and cutting-edge technology, the college continues to expand to meet the growing demands of an increased student population. More information is available at www.mybrcc.edu.

It is anticipated that BRCC will absorb Capital Area Technical College (CATC). The mission of CATC is to deliver instructional programs that provide skilled employees for business and industry that contribute to the overall economic development and workforce needs of the state. CATC provides individuals with quality and relevant learning opportunities consistent with identified student, business and industry needs within a life-long learning environment. More information is available at www.CATC.edu.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that BRCC requires of the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about *July 1, 2013* and to continue through *June 30, 2014*. BRCC has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Michael Constantin
Director of Purchasing
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA 70806

(225) 216-8615 / Fax (225) 216-8039 constantinm@mybrcc.edu

BRCC will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 CDST on the date specified in the Schedule of Events. BRCC reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by April 16, 2013 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Only Michael Constantin has the authority to officially respond to proposer's questions on behalf of BRCC. Any communications from any other individuals are not binding to BRCC.

2.4 Definitions

TERM	DEFINITION
Advertising	The use of public funds for advertising in any newspaper, book, pamphlet, periodical, digital media, outdoor, or radio and television stations.
Contractor, Consultant	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	April 15, 2013
Deadline for receipt of Written inquiries	April22, 2013
Issue responses to written inquiries	April30, 2013
Deadline for receipt of proposals	May 21, 2013
Proposers chosen for oral presentations notified	May30, 2013
Tier 1 Oral Presentations	June10-12, 2013
Announce award of contractor selection	June17, 2013
Contract execution	July 1, 2013

NOTE: BRCC reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is highly desirable that Proposers meet the following qualifications:

1. The proposer should have been in continuous operation for at least 5 years prior to date of proposal submittal. The proposer should have combined and demonstrable experience in the areas of marketing, advertising, media services, broadcast production and public relations.
2. The proposer should have verifiable media billings of at least \$2 million per year for the past two years prior to proposal submittal.
3. The proposer should be staffed to perform the following services, or have specific arrangements with sub-consultants to deliver the following services:
 - Strategic planning
 - Research
 - Ability to produce creative pieces (graphic design, copywriting, Photography)
 - Production (print/radio/TV/video)
 - Media buying, planning, and placement
 - Account services and management
 - Accounting

The proposers should ensure that their proposals contain sufficient information for BRCC to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. BRCC must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for BRCC to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

BRCC reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

BRCC reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by BRCC to award a contract. BRCC reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

BRCC shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with BRCC, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of BRCC.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of BRCC. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

BRCC shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by BRCC.

3.11 Errors and Omissions in Proposal

BRCC will not be liable for any errors in proposals. BRCC reserves the right to make corrections or amendments due to minor errors identified in proposals by BRCC or the Proposer. BRCC, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

BRCC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

BRCC reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by BRCC.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, BRCC may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Michael Constantin
Director of Purchasing
Baton Rouge Community College
201 Community College Drive
Room 211A Governors Building
Baton Rouge, LA 70806

For courier delivery, the street address is *same as above* and the telephone number is (225)216-8615. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

BRCC requests that 6 of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those

company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Television, Video and Radio Production Services

Proposer must contact Louisiana Public Broadcasting ("LPB") to inquire whether proposer can partner with LPB for the television, video and radio production portion of the proposal. The inquiry should be directed to:

Beth Courtney
President and CEO
Louisiana Public Broadcasting
7733 Perkins Road
Baton Rouge, LA 70810
225-767-4200
bcourtney@lpb.org

If proposer does not incorporate a subcontract with LPB for the television, video and radio production portion of the proposal, proposer will document the inquiry and the response from LPB.

4.6 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of

submission. This section should also include a summary of the Proposer's qualifications and ability to meet BRCC's overall requirements in the timeframes set by BRCC.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience on Similar Projects

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

The Proposer should provide information regarding its ability to meet or exceed the desired qualifications in Section 3.1.

5.2.1 Request For Proposals (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

The Proposer should provide information regarding its staff's ability to meet or exceed the desired qualifications in Section 3.1.

5.4 *Approach and Methodology/Creativity*

Proposer should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of BRCC.
- Its functional approach in providing the services, including Proposer's ability to effectively negotiate media placements.
- Its functional approach in identifying the tasks necessary to meet requirements.
- Its approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Their media strategy and buy plan.
- If a sub-consultant will be used, information to clearly identify any sub-consultant arrangements and how these services will be utilized.

5.5 *Cost Information*

The Proposer shall provide a Grand Total Cost and shall break down the Grand Total Cost into a cost for Phase 1 and a cost for Phase 2, as described in Attachment I, Scope of Services. The costs shall include travel and all project expenses. These costs shall not include the estimated \$100,000 advertisement budget that BRCC anticipates spending on the actual broadcasting of the advertisements in the media.

For information purposes, the Proposer shall also provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

All costs should be provided on Attachment IV.

6.0 *EVALUATION AND SELECTION*

6.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by BRCC, which will determine the proposal most advantageous to BRCC, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

BRCC reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

BRCC, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The Proposers on the TIER 1 short-list of the highest rated Proposers who are susceptible for award will be asked to present an Oral Presentation tentatively scheduled for June 10-12, 2013, in Room 201, 2nd Floor, Governors Building after the announcement of the ranked TIER 1 short-list. During the presentations, each Proposer will be given 40 minutes for the Presentation/Interviews and an additional 20 minutes to answer any questions. The schedule of the Oral Presentation will be announced at the time of the announcement of the ranked TIER 1 short-list. Presentations will be spaced to allow adequate time for set-up and break-down of materials.

Proposers may receive up to 10 points based upon the following criteria:

- Professionalism, interpersonal skills and chemistry of the key project leaders and team members.
- Knowledge and understanding of the proposal.
- Ability to sufficiently answer questions.
- The presentation itself.

The Proposer's Oral Presentation score will be added to the score from the Tier 1 evaluation. The Project Selection Committee will be responsible for performing the above described evaluation.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Note: Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.)

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology, Creativity	30
2. Corporate Background and Experience on similar projects	20
3. Staff Qualifications	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based

on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.2 Cost Evaluation

The Proposer with the lowest Grand Total Cost shall receive 25 points. Other Proposers shall receive points for cost based upon the following formula:

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed Grand Total Cost of all proposers
 PC = Grand Total Cost of proposer being evaluated

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the Vice Chancellor of Accounting and Finance/Audit on the basis of the responsive and responsible proposer with the highest score.

BRCC will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 *Billing and Payment*

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the work completed as stated in Attachment I and Attachment III. The Project Work Plan submitted with the proposal will be finalized by the consultant and shall: (a) show in detail the work to be performed; (b) be subdivided into appropriate Phases with estimated percentages for each Phase, and (c) be of a form and with a division of items as approved by BRCC.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission shall be submitted directly to the Project Manager. The invoice shall reflect the status of work completed to date in accordance with the Project Work Plan. The invoice shall also show the total of previous payments-on-account to this contract, and the amount due and payable as of the date of the current invoice.

7.3 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to BRCC's operation which are designated confidential by BRCC and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BRCC. The identification of all such confidential data and information as well as BRCC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BRCC in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by BRCC to be adequate for the protection of BRCC's confidential information, such methods and procedures may be used, with the written consent of BRCC, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of BRCC.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor shall provide assistance to brand BRCC to meet the educational and workforce needs of the Greater Baton Rouge Community based on the institutional values of access, integrity, accountability, diversity, service, and success with the goals of increasing student enrollment and retention, enhancing fund raising, and connecting with workforce needs and community. The Contractor's service shall enhance BRCC's reputation and identity in the minds of audiences locally, regionally, nationally and internationally. The Contractor shall convey a single, unified message, with multiple routes of delivery, to constituents. The Contractor shall target key stakeholders and audiences to include, but not be limited to the following:

- Faculty Staff and Students
- Community residents
- Current and prospective students and family members
- Local Industry leaders/partners
- Local business leaders/partners
- Local economic and community leaders
- Public officials
- Public agencies
- Not for profit partners

2 Tasks and Services

The contractor shall develop and implement a branding strategy for the purpose of raising the profile of BRCC through a goal oriented, outcome-driven brand "awareness" campaign. The Contractor will furnish guidance, conduct market research for, and create and implement a multi-faceted advertising campaign with a consistent narrative, which represents and communicates the mission, vision and goals of BRCC.

The Contractor shall provide the following tasks and services:

Phase 1: Brand Campaign Development

The Contractor shall:

Create and design a clear, strong, unique brand for BRCC.

Review existing branding research and data relevant to BRCC. Identify additional/missing research opportunities and conduct limited additional research if/as needed to provide analysis of market.

Develop a message and advertising campaign that can be used across all platforms- print, television, radio, social media. The "brand" shall be able to be used independently and in combination with individual BRCC units while maintaining a strong BRCC identity.

Create the implementation plan for advertising with timelines, including recommendations for ongoing campaign execution outside of this contract period. The contractor will work with the BRCC Office of Community Relations staff in budgeting deliverables and media buys.

Recommend a limited schedule of paid advertising to accomplish goals and objectives.

Develop evaluation and process to measure success of the various marketing efforts.

Phase 2: Brand Campaign Implementation

The Contractor shall:

Provide recommendations to Public Relations staff on how to incorporate brand for internal stakeholders. Because of significant investment, existing printed materials produced by BRCC shall be incorporated when possible.

Develop a creative template for BRCC presentations to partners and other groups.

Write and design all printed materials up to pre-press, produce any broadcast spots to be aired on radio and television, and produce any other materials recommended as part of campaign.

Facilitate the broadcasting of television and radio advertisements on preferred stations as recommended as part of campaign.

Note that the actual printing of printed media is outside of the scope of this contract; BRCC will be responsible for obtaining all printing services.

Ongoing Services:

During both phases, the Contractor shall:

- Provide usual and customary account services regarding advertising. All routine transportation costs will be borne by the contractor and will not be reimbursed by BRCC.
- Since media buys are anticipated, provide a media plan detailing strategy, demographics media to be purchased, and cost/commissions that must be presented and approved by BRCC prior to placement.
- Provide regular accounting for all monies expended on behalf of BRCC, including breakdowns of commissions on media placements, payments to suppliers, charges for work performed, purchase of services provided by vendors outside the agency, and the value of services provided at no charge; provide monthly and year-end accounting of all monies expended and committed.
- Handle all payments on a timely basis, for media placement, purchase of goods and services required for execution of contracted services.
- Verify media invoices showing proof of performance and submit invoices in a timely manner.
- Maintain appropriate financial records, which may be audited by the responsible agencies of state government and/or BRCC.

Both phases will encompass the following services:

- a. Meet with Executive Director of Community Relations and Public Relations staff periodically to review project status and progress toward goals.
- b. Distribution of materials, including ordinary photocopying, mailing, and shipping services.
- c. Supervision of all account services above.

3 *Deliverables*

The Contractor shall provide the following deliverables.

Phase 1

- a) Comprehensive Branding advertising campaign which reflects the broad mission and scope of BRCC with timelines and budget
- b) Schedule of paid advertising
- c) Evaluation plan that measures success of the various marketing efforts

Phase 2

- d) As recommended by branding campaign:
 - Media strategy, media buy plan and airtime schedule
 - Produced television and radio and other media spots
 - Universal Templates for promotional brochure/document for BRCC use
 - Style manual
 - Print ads
 - Template for BRCC presentations to partners and other groups in selected media
- e) Recommendations for continuing the maintenance of brand identity

Deliverables will include templates for each project which will be provided by contractor on CD's or other permanent storage media to maximize BRCC investment.

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including Attachments I - IV.

OFFICIAL CONTACT. BRCC requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of 20__, the State of Louisiana, Baton Rouge Community College, hereinafter sometimes referred to as the "BRCC", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

The Contractor shall provide assistance to brand BRCC to meet the educational and workforce needs of the Greater Baton Rouge Community based on the institutional values of access, integrity, accountability, diversity, service, and success with the goals of increasing student enrollment and retention, enhancing fund raising, and connecting with workforce needs and community. The Contractor's service shall enhance BRCC's reputation and identity in the minds of audiences locally, regionally, nationally and internationally. The Contractor shall convey a single, unified message, with multiple routes of delivery, to constituents. The Contractor shall target key stakeholders and audiences to include, but not be limited to the following:

- Faculty Staff and Students
- Community residents
- Current and prospective students and family members
- Local Industry leaders/partners
- Local business leaders/partners
- Local economic and community leaders
- Public officials
- Public agencies
- Not for profit partners

1.2.2. PERFORMANCE MEASURES

The contractor shall develop and implement a branding strategy for the purpose of raising the profile of BRCC through a goal oriented, outcome-driven brand "awareness" campaign. The Contractor will furnish guidance, conduct market research for, and create and implement a multi-faceted advertising campaign with a consistent narrative, which represents and communicates the mission, vision and goals of BRCC.

The Contractor shall provide the following tasks and services:

Phase 1: Brand Campaign Development

The Contractor shall:

Create and design a clear, strong, unique brand for BRCC.

Review existing branding research and data relevant to BRCC. Identify additional/missing research opportunities and conduct limited additional research if/as needed to provide analysis of market.

Develop a message and advertising campaign that can be used across all platforms- print, television, radio, social media. The “brand” shall be able to be used independently and in combination with individual BRCC units while maintaining a strong BRCC identity.

Create the implementation plan for advertising with timelines, including recommendations for ongoing campaign execution outside of this contract period. The contractor will work with the BRCC Office of Community Relations staff in budgeting deliverables and media buys.

Recommend a limited schedule of paid advertising to accomplish goals and objectives.

Develop evaluation and process to measure success of the various marketing efforts.

Phase 2: Brand Campaign Implementation

The Contractor shall:

Provide recommendations to Public Relations staff on how to incorporate brand for internal stakeholders. Because of significant investment, existing printed materials produced by BRCC shall be incorporated when possible.

Develop a creative template for BRCC presentations to partners and other groups.

Write and design all printed materials up to pre-press, produce any broadcast spots to be aired on radio and television, and produce any other materials recommended as part of campaign.

Facilitate the broadcasting of television and radio advertisements on preferred stations as recommended as part of campaign.

Ongoing Services:

During both phases, the Contractor shall:

- Provide usual and customary account services regarding advertising. All routine transportation costs will be borne by the contractor and will not be reimbursed by BRCC.
- Since media buys are anticipated, provide a media plan detailing strategy, demographics media to be purchased, and cost/commissions that must be presented and approved by BRCC prior to placement.

- Provide regular accounting for all monies expended on behalf of BRCC, including breakdowns of commissions on media placements, payments to suppliers, charges for work performed, purchase of services provided by vendors outside the agency, and the value of services provided at no charge; provide monthly and year-end accounting of all monies expended and committed.
- Handle all payments on a timely basis, for media placement, purchase of goods and services required for execution of contracted services.
- Verify media invoices showing proof of performance and submit invoices in a timely manner.
- Maintain appropriate financial records, which may be audited by the responsible agencies of state government and/or BRCC.

Both phases will encompass the following services:

- a. Meet with Executive Director of Community Relations and Public Relations staff periodically to review project status and progress toward goals.
- b. Distribution of materials, including ordinary photocopying, mailing, and shipping services.
- c. Supervision of all account services above.

1.2.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. **[Name and Title or Position]** will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and BRCC has accepted all deliverables specified in the Statement of Work.

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. BRCC has the right to contract for up to a total of ____years with the concurrence of the Contractor and all appropriate approvals.

2.2 BRCC FURNISHED RESOURCES

BRCC shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of BRCC and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, BRCC hereby agrees to pay to Contractor a maximum fee of \$[*TO BE INSERTED*]. Payments are predicated upon successful completion and written approval by BRCC of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by BRCC of the payment task and approval of an invoice. BRCC will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (*Name of Designee*).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(*ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS*)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

BRCC may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that BRCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then BRCC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of BRCC to comply with the terms and conditions of this contract provided that the Contractor shall give BRCC written notice specifying BRCC's failure and a reasonable opportunity for BRCC to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

BRCC may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 *TERMINATION FOR NON-APPROPRIATION OF FUNDS*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 *INDEMNIFICATION AND LIMITATION OF LIABILITY*

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {Rework this}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing

equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of BRCC. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to BRCC.

9 RIGHT TO AUDIT

The State Legislative Auditor, BRCC, and/or federal auditors and internal auditors of the Division of Administration. shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to BRCC's operation which are designated confidential by BRCC and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BRCC. The identification of all such confidential data and information as well as BRCC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BRCC in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by BRCC to be adequate for the protection of BRCC's confidential information, such methods and procedures may be used, with the written consent of BRCC, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from BRCC, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or BRCC for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

(Agency specific terms and conditions may be added, if needed.)

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

**ATTACHMENT IV
PRICE PROPOSAL**

I/We propose to furnish all materials, equipment, travel, and incidentals necessary to provide the creative services for a branding campaign as outlined in this RFP for the sum of:

Phase 1: Brand Campaign Development \$ _____

Phase 2: Brand Campaign Implementation \$ _____

GRAND TOTAL: \$ _____

NOTE: Do not include the cost of the actual broadcasting of the advertisement. The advertisement budget is \$100,000.

Staff Classification	Hourly Rate	Estimated # of Hours	Subcontractor? Yes/No (If yes, give % of effort)	

Name of Firm: _____

Signature (see 4.1): _____

Name and Title: _____

Date: _____